



Universal Service Administrative Company
Schools & Libraries Division

FUNDING COMMITMENT DECISION LETTER

(Funding Year 2002: 07/01/2002 - 06/30/2003)

April 22, 2003

WINSTON-SALEM/FORSYTH CO S D
Gaff Pearce
1605 MILLER ST
WINSTON SALEM, NC 27103

Re: Form 471 Application Number: 302305
Funding Year 2002: 07/01/2002 - 06/30/2003
Billed Entity Number: 126817
Applicant's Form Identifier: WSFCS5-A

Thank you for your Funding Year 2002 E-rate application and for any assistance you provided throughout our review. We have completed review of your Form 471. This letter is to advise you of our decision(s).

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. We have reviewed each Discount Funding Request on your Form 471 application and have assigned a Funding Request Number (ERN) to each Block 5. The enclosed report includes a list of the ERNs from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) upon the filing of your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

NEXT STEPS

FILE FORM 486. Once you have reviewed this letter and have determined that some or all of your requests have been funded, your next step to facilitate receipt of discounts as featured in this letter will be to file an FCC Form 486 with the SLD. The Form 486 notifies the SLD to begin payment to your service provider and provides certified indication that your technology plan(s) has been approved by an SLD certified Technology Plan Approver. The Form 486 and instructions and the list of SLD certified Technology Plan Approvers can be found on the SLD web site at <www.sl.universalservice.org> or you can call the SLD Client Service Bureau at 1-888-203-8100 and ask that the form be sent to you. The Form 486 dated July 2001 in the lower right corner MUST be used for Funding Year 2002 and for any previous funding years. Submissions of earlier versions of the Form 486 will be returned to you and will not be able to be processed. As you complete Form 486, you should also contact your service provider to verify they have received notice from the SLD of your funding commitments. After the SLD processes your Form 486, we can process invoices for services that have been provided to you.

DEADLINE FOR FORM 486. Form 486 must be postmarked no later than 120 days after the Service Start Date featured on the Form 486 or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. If the Form 486 is postmarked after the later of those two dates, the date 120 days before the Form 486 postmark date will become the start date for discounted services. If the service start date is moved, your funding commitment may be reduced. You are advised to keep proof of the date of mailing of your form(s).

REVIEW CIPA REQUIREMENTS. On December 21, 2000, the Children's Internet Protection Act (CIPA) was signed into law. That law requires schools and libraries that receive Universal Service discounts for certain services to adopt an Internet safety policy incorporating the use of filtering or blocking technology on computers with Internet access as a condition of receiving those discounts. Funding Year 2002 may be the Second Funding Year for purposes of CIPA for one or more schools and/or libraries represented on your Form 486. (Funding Year 2002 is the Second Funding Year for purposes of CIPA for a school or library if a Form 486 for Internet access or internal connections was successfully data entered for Funding Year 2001. See the section of the Form 486 Instructions entitled "Impact of CIPA Requirements on Form 486" for more information on First, Second and Third Funding Years.) If Funding Year 2002 is the Second Funding Year for purposes of CIPA for one or more schools and/or libraries represented on your Form 486, those school(s) and/or library(ies) must certify that they are in compliance with CIPA unless state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification otherwise required. A school or library so prevented may request a waiver for Funding Year 2002. Certification(s) for purposes of CIPA and CIPA waiver request(s) must be made on the Form 486 or the Form 479, whichever is appropriate. See the Form 486 Instructions and the Form 479 Instructions for more information. You may also refer to the SLD web site at <www.sl.universalservice.org> or call the Client Service Bureau at 1-888-203-8100 for more information about Form 486, Form 479, and the requirements of CIPA.

FILE FORM 472 (APPLICANT) or FORM 474 (SERVICE PROVIDER). After a Form 486 has been properly filed, the SLD must receive an invoice from either the applicant or the service provider in order to make payments for approved discounts on eligible services. Form 472, Billed Entity Applicant Reimbursement (BEAR) Form, is filed by the applicant; Form 474, Service Provider Invoice Form, is filed by the service provider.

NEW DEADLINES FOR INVOICES. Invoices must be postmarked no later than 90 days after the last date to receive service or no later than 90 days after the date of the Form 486 Notification Letter, whichever is later. If an invoice is postmarked after the later of those two dates, payment will be denied.

TO APPEAL THESE FUNDING COMMITMENT DECISIONS

If you wish to appeal the Funding Commitment Decision(s) (FCD) indicated in this letter, your appeal must be RECEIVED BY THE SCHOOLS AND LIBRARIES DIVISION (SLD) WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal. Identify which FCD Letter you are appealing. Indicate the relevant funding year and the date of the Funding Commitment Decision Letter. Your letter of appeal must also include the applicant name, the Form 471 Application Number, and the Billed Entity Number from the top of your FCD Letter.
3. Identify the particular Funding Request Number (FRN) that is the subject of your appeal. When explaining your appeal, include the precise language or text from the Funding Commitment Decision Letter that is at the heart of your appeal. By pointing us to the exact words that give rise to your appeal, the SLD will be able to more readily understand and respond appropriately to your appeal. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by calling the Client Service Bureau.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket Nos. 96-45 and 97-21 on the first page of your appeal to the FCC. Your appeal must be RECEIVED BY THE FCC WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER. Failure to meet this requirement will result in automatic dismissal of your appeal. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by calling the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options because of continued substantial delays in mail delivery.

to the FCC. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554.

NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the universal service mechanisms for schools and libraries. FCC Form 471 Applicants who have received funding commitments continue to be subject to audits and other reviews that SLD or the Federal Communications Commission may undertake periodically to assure that funds have been committed and are being used in accordance with all such requirements. If the SLD subsequently determines that its commitment was erroneously issued due to action or inaction, including but not limited to that by SLD, the Applicant, or Service Provider, and that the action or inaction was not in accordance with such requirements, SLD may be required to cancel these funding commitments and seek repayment of any funds disbursed not in accordance with such requirements. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

We look forward to continuing our work with you on connecting our schools and libraries through advanced telecommunications services.

Sincerely,

Schools and Libraries Division
Universal Service Administrative Company

Enclosures

A GUIDE TO THE FUNDING COMMITMENT REPORT

Attached to this letter will be a report for each E-rate funding request from your application. We are providing the following definitions.

FUNDING REQUEST NUMBER (FRN): A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.

FUNDING STATUS: Each FRN will have one of the following definitions:

1. An FRN that is "Funded" will be approved at the level that SLD determined is appropriate for that item. The funding level will generally be the level requested unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds will be committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An FRN may be "Not Funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for internal connections at a particular discount level. For example, if your application included requests for discounts on both telecommunications services and internal connections, you might receive a letter with our funding commitment for your telecommunications funding requests and a message that your internal connections requests are "As Yet Unfunded." You would receive a subsequent letter(s) regarding the funding decision on your internal connections requests.

SERVICES ORDERED: The type of service ordered from the service provider, as shown on Form 471.

SPIN (Service Provider Identification Number): A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

SERVICE PROVIDER NAME: The legal name of the service provider.

CONTRACT NUMBER: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.

BILLING ACCOUNT NUMBER: The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

EARLIEST POSSIBLE EFFECTIVE DATE OF DISCOUNT: The first possible date of service for which the SLD will reimburse service providers for the discounts for the service.

CONTRACT EXPIRATION DATE: The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.

SITE IDENTIFIER: The Entity Number listed in Form 471, Block 5, Item 22a will be listed. This will appear only for "site specific" FRNs.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES: Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service provided in the funding year.

ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES: Annual eligible non-recurring charges approved for the funding year.

PRE-DISCOUNT AMOUNT: Amount in Form 471, Block 5, Item 23, Column I, as determined through the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: This is the discount rate that the SLD has

approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse service providers for the approved discounts for this service for this funding year. It is important that you and the service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comments in the "Funding Commitment Decision" area.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 302305
 Funding Request Number: 806737 Funding Status: Funded
 Services Ordered: Telecommunications Service
 SPIN: 143001488 Service Provider Name: Alltel Carolina Inc. - North
 Contract Number: MTM
 Billing Account Number: See Attachment TS-1
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$57,614.16
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$57,614.16
 Discount Percentage Approved by the SLD: 55%
 Funding Commitment Decision: \$31,687.79 - FRN approved as submitted

Funding Request Number: 806840 Funding Status: Funded
 Services Ordered: Telecommunications Service
 SPIN: 143001484 Service Provider Name: Sprint/Carolina Telephone & Tele
 Contract Number: MTM
 Billing Account Number: See Attachment TS-1
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$39,652.20
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$39,652.20
 Discount Percentage Approved by the SLD: 58%
 Funding Commitment Decision: \$22,998.28 - FRN approved as submitted

Funding Request Number: 836676 Funding Status: Funded
 Services Ordered: Telecommunications Service
 SPIN: 143004824 Service Provider Name: BellSouth Telecommunications, In
 Contract Number: NC99-0557-03
 Billing Account Number: 910-M16-0128
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$198,917.64
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$198,917.64
 Discount Percentage Approved by the SLD: 61%
 Funding Commitment Decision: \$121,339.76 - FRN approved as submitted

Funding Request Number: 837252 Funding Status: Funded
 Services Ordered: Telecommunications Service
 SPIN: 143004824 Service Provider Name: BellSouth Telecommunications, In
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 01/04/2006
 Annual Pre-discount Amount for Eligible Recurring Charges: \$173,196.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$173,196.00
 Discount Percentage Approved by the SLD: 60%
 Funding Commitment Decision: \$103,917.60 - FRN approved as submitted

FUNDING COMMITMENT REPORT

Form 471 Application Number: 302305
 Funding Request Number: 838510 Funding Status: Funded
 Services Ordered: Telecommunications Service
 SPIN: 143004824 Service Provider Name: BellSouth Telecommunications, Inc.
 Contract Number: NC99-8535-04
 Billing Account Number: 336-M552244
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$291,936.36
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$291,936.36
 Discount Percentage Approved by the SLD: 60%
 Funding Commitment Decision: \$175,161.82 - FRN approved; modified by SLD
 Funding Commitment Decision Explanation: The dollars requested were reduced to remove the ineligible the ineligible entities: career center, warehouse, food services, transportation (2 sites), maintenance

Funding Request Number: 838650 Funding Status: Funded
 Services Ordered: Telecommunications Service
 SPIN: 143004824 Service Provider Name: BellSouth Telecommunications, Inc.
 Contract Number: NC00-2887-04
 Billing Account Number: 336-M55-2244
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$43,200.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$43,200.00
 Discount Percentage Approved by the SLD: 60%
 Funding Commitment Decision: \$25,920.00 - FRN approved as submitted

Funding Request Number: 838798 Funding Status: Funded
 Services Ordered: Internet Access
 SPIN: 143023348 Service Provider Name: Wake Forest University
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$57,900.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
 Pre-discount Amount: \$57,900.00
 Discount Percentage Approved by the SLD: 60%
 Funding Commitment Decision: \$34,740.00 - FRN approved as submitted

Funding Request Number: 842482 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$8,019,960.00
 Pre-discount Amount: \$8,019,960.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 302305
 Funding Request Number: 842638 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$2,938,580.00
 Pre-discount Amount: \$2,938,580.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

Funding Request Number: 842757 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$2,350,281.00
 Pre-discount Amount: \$2,350,281.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

Funding Request Number: 844679 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$1,959,092.00
 Pre-discount Amount: \$1,959,092.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

Funding Request Number: 844736 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$619,534.00
 Pre-discount Amount: \$619,534.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 302305
 Funding Request Number: 844786 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$515,810.00
 Pre-discount Amount: \$515,810.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Srv/Disct will NOT be funded
 Funding Commitment Decision Explanation: The shared discount was corrected for the entities receiving services. Given demand, the funding cap will not provide for Internal Connections at your approved discount level to be funded. Please see www.sl.universalservice.org for further details

Funding Request Number: 844923 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$1,455,486.00
 Pre-discount Amount: \$1,455,486.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

Funding Request Number: 844980 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$456,624.00
 Pre-discount Amount: \$456,624.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

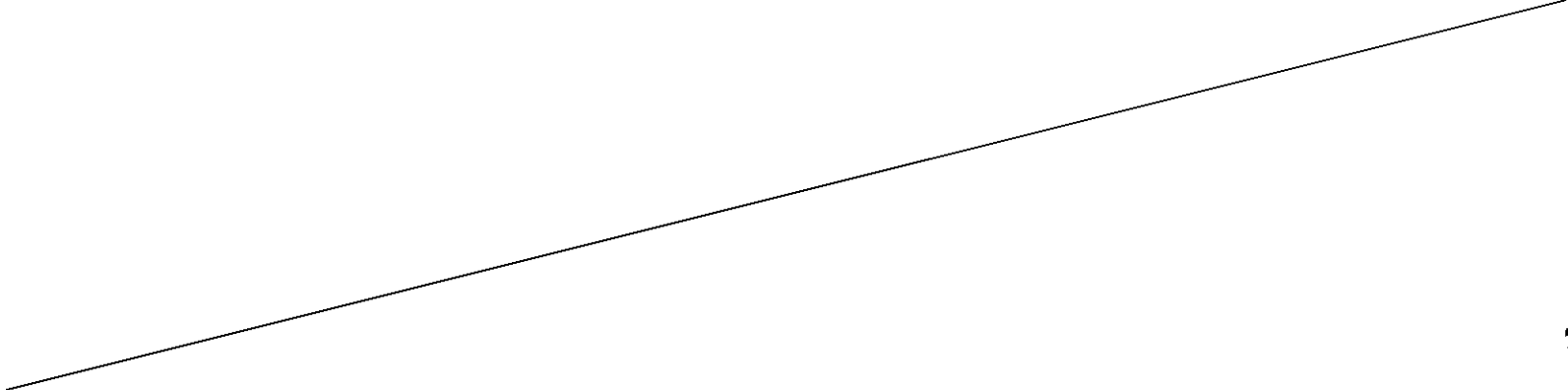
Funding Request Number: 845026 Funding Status: Not Funded
 Services Ordered: Internal Connections
 SPIN: 143005607 Service Provider Name: IBM Corporation
 Contract Number: N/A
 Billing Account Number: N/A
 Earliest Possible Effective Date of Discount: 07/01/2002
 Contract Expiration Date: 06/30/2003
 Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$360,875.00
 Pre-discount Amount: \$360,875.00
 Discount Percentage Approved by the SLD: N/A
 Funding Commitment Decision: \$0.00 - Bidding Violation
 Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

FUNDING COMMITMENT REPORT

Form 471 Application Number: 302305
Funding Request Number: 845059 Funding Status: Not Funded
Services Ordered: Internal Connections
SPIN: 143005607 Service Provider Name: IBM Corporation
Contract Number: N/A
Billing Account Number: N/A
Earliest Possible Effective Date of Discount: 07/01/2002
Contract Expiration Date: 06/30/2003
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$304,450.00
Pre-discount Amount: \$304,450.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - Bidding Violation
Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

Funding Request Number: 845096 Funding Status: Not Funded
Services Ordered: Internal Connections
SPIN: 143005607 Service Provider Name: IBM Corporation
Contract Number: N/A
Billing Account Number: N/A
Earliest Possible Effective Date of Discount: 07/01/2002
Contract Expiration Date: 06/30/2003
Annual Pre-discount Amount for Eligible Recurring Charges: \$.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$274,534.00
Pre-discount Amount: \$274,534.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - Bidding Violation
Funding Commitment Decision Explanation: Applicant did not indentify the specific services sought--either clearly on the 470 or in an RFP--to encourage full competition on major new initiatives.

Funding Request Number: 858328 Funding Status: Funded
Services Ordered: Telecommunications Service
SPIN: 143001208 Service Provider Name: Business Telecom, Inc.
Contract Number: N/A
Billing Account Number: 8053885
Earliest Possible Effective Date of Discount: 07/01/2002
Contract Expiration Date: 06/30/2003
Annual Pre-discount Amount for Eligible Recurring Charges: \$96,000.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$96,000.00
Discount Percentage Approved by the SLD: 60%
Funding Commitment Decision: \$57,600.00 - FRN approved as submitted



3

**Request for Proposal
For
Strategic Technology Integration Partner**

Issue Date: June 25, 2002

Revision Date: December 5, 2002

Deadline for Performance Proposals: July 31, 2002

Deadline for Financial Proposals: January 10, 2003

Issuing Agency: Winston-Salem/Forsyth County Schools
P.O. Box 2513
Winston-Salem, North Carolina 27102-2513

USING AGENCY: Winston-Salem/Forsyth County Schools
P.O. Box 2513
Winston-Salem, North Carolina 27102-2513

MAILING INSTRUCTIONS: Mail **one (1) signed original and ten (10) copies** of the Proposal to Issuing Agency in a sealed package with Company Name and ITS Control (RFP) Number clearly marked on the front.

DELIVERED BY US POSTAL SERVICE	DELIVERED BY ANY OTHER MEANS
Winston-Salem/Forsyth County Schools Douglas Pungler, General Counsel Attn: Reginald Teague, Assistant Superintendent P.O. Box 2513 Winston-Salem, NC 27102-2513	Winston-Salem/Forsyth County Schools Attn: Douglas Pungler, General Counsel Attn: Reginald Teague, Assistant Superintendent 1605 Miller Street Winston-Salem, NC 27103

Financial Proposals, subject to the conditions of this RFP, will be accepted until **January 10,, 2003 @ 2:00 p.m.** Vendors may submit proposals at any time prior to these dates. No Financial proposals will be accepted after that date and time.

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16.0	Contract with Ambassador Technologies, Inc. and Rauland-Borg Corporation	
17.0	Contract with Commercial Sound Inc. and Bogen Communications, Inc.	
18.0	WS/FCS Construction and Renovation Schedule	
19.0	WS/FC Policy 3310, "Affirmative Action Policy for Historically Underutilized Business Enterprises".	

WINSTON-SALEM/FORSYTH COUNTY BOARD OF EDUCATION

REQUEST FOR PROPOSALS

For

STRATEGIC TECHNOLOGY INTEGRATION PARTNER

**Information Technology Services Design, Procurement, Installation And Management
December 3, 2002**

1. **Introduction.** This Strategic Technology Integration Partner (STIP) request for proposals (RFP) was developed by WS/FCS (WS/FCS) with the assistance of the Office of Information Technology Services (ITS) to facilitate the design, procurement, installation and management of various IT services in various technical specialty areas in today's rapidly changing technological environment. The intent of this RFP is to develop a contractual relationship with a Vendor who is eligible to provide strategic information technology specialty services for the design, procurement, installation and management of information technology by the WS/FCS.
- 1.1 Winston-Salem Forsyth County Board of Education is accepting competitive proposals for a Strategic Technology Integration Partner (STIP) for the School District effective for a term of five years beginning **February 1, 2003** and ending **January 31, 2008**.
- 1.2 This request should be clearly understood as a "Request for Competitive Proposals", hereinafter referred to as the RFP, and not an "Invitation for Sealed Bids".
- 1.3 The RFP is composed of ten sections:
 1. Introduction
 2. General Scope and Purpose of RFP
 3. General Information
 4. Current Environment
 5. Selection Procedures
 6. Selection Criteria
 7. Performance Specifications – Scope of Services
 8. Standard Terms and Conditions
 9. Form for Submittal of Performance Proposal
 10. Form for Submittal of Financial Proposal
- 1.4 Please read all parts of the RFP carefully. If you have any questions regarding any aspect, term or condition of the RFP, please attend the Pre-bid meeting scheduled for December 17, 2002 at 2 PM at the Administrative Center of WS/FCS (WS/FCS), 1605 Miller Street, Winston-Salem, North Carolina. In order to ensure fair and open competition, all parties interested in submitting a proposal should be present to hear the questions asked and responses given at that meeting. If there are any material changes made in the RFP as a result of requests for clarification of the RFP made at that meeting, they will be made in writing and distributed via FAX or E-Mail to all interested parties immediately following the meeting.
- 1.5 **Contact Person within WS/FCS:**For information and responses to questions about the terms and conditions of the RFP, the selection process and criteria and contract, contact:
Douglas S. Punger, School Attorney and drafter of the RFP
Telephone: 336-727-2509
Fax: 336-727-8528
E-Mail: Dpunger@wsfcs.k12.nc.us

- 1.6 **Deadline for Receipt of Proposals.** WS/FCS is accepting competitive proposals in a two step process.
- 1.6.1 **Pre-Qualification Performance Proposals.** The initial process was the pre-qualification of STIPs based on the selection procedure and criteria described in Sections 5 and 6 of the RFP. The form for the Performance Proposal is described in Section 9. Performance Proposals were and evaluated.
- 1.6.2 **Financial Proposals.** Those STIPs pre-qualified by WS/FCS shall have until January 10, 2003 at 2 PM to complete and submit Financial Proposals. The form for the Financial Proposal is described in Section 10. All Financial Proposals received by WS/FCS after that date and time will be returned to the sender unopened.
- 1.7 **Form of Proposals.** Proposals must be submitted in writing in the form requested.
- 1.8 **Method of Submittal.** Your proposals must be submitted in writing and signed by an officer of the STIP who is authorized by the STIP's Corporate Charter to execute contracts for and in behalf of the STIP. It may be submitted by any of the following methods:
- 1.8.1 **VIA Hand Delivery or Package Delivery Service,** such as FedEx or UPS, addressed to:
- Dr. Reginald Teague, Assistant Superintendent
WS/FCS
1605 Miller Street
Winston-Salem, North Carolina 27103
- 1.8.2 **VIA US Mail addressed to:**
- Dr. Reginald Teague, Assistant Superintendent
P. O. Box 2513
WS/FCS
Winston-Salem, North Carolina 27102
- 1.8.3 **E-Mail.** WS/FCS would appreciate receipt of an E-Mail copy of your proposal but E-Mail is neither required nor accepted as the sole means of submitting a proposal.
- 1.8.4 **Label.** The proposal ENVELOPE shall be clearly labeled STRATEGIC TECHNOLOGY INTEGRATION PARTNER **FINANCIAL PROPOSAL**.
- 1.8.5 **Copies.** You must include one (1) original and ten (10) copies of your proposal.
- 1.9 **Schedule for Opening and Contract Award.**
- 1.9.1 Prior to and after the pre-financial proposal conference, December 17, 2002 at 2PM at WS/FCS Administrative Center, no oral interpretation will be made to any company as to the meaning of the specifications. Such questions shall be made in writing to Douglas S. Pungler, School Attorney. Every interpretation will be in the form of an addendum to the specification and mailed to each STIP and also will be on file in the Office of the School Attorney.
- 1.9.2 STIP's will be allowed to survey the schools and the Information Technology operation by making arrangements through the administration by contacting:
- Dr. Reginald Teague, Assistant Superintendent and/or
 - Dr. David Shellman, Assistant Superintendent for Management Information Systems.

- 1.9.3 All Performance proposals were received and evaluated.
- 1.9.4 The Evaluation Committee submitted its recommendation for the Pre-Qualification of STIPs to the Board of Education on **November 26, 2002**.
- 1.9.5 The Evaluation Committee will submit its recommendation for the contract award to the Board of Education by no later than January 28, 2003.
- 1.9.6 While the WS/FC Board of Education reserves the right to reject any and all proposals if considered to be in the best interest of the School District; to negotiate with one or more of the STIP's submitting proposals for a contract award or to reject all proposals and re-advertise the project, the tentative schedule for Board acceptance of the Financial Proposals is January 28, 2003 with the award of the contract being effective **February 1, 2003**.
- 1.9.7 **Financial Proposals.** Section 10 of the RFP **has been revised** to specify the pricing **method** to determine the "best value" for WS/FCS.
- 1.9.8 **Best Value.** WS/FCS is seeking the best value for its dollar. WS/FCS should be able to demonstrate this to the citizens. Consequently, prospective bidders are required to provide a proposed pricing model that will:
 - 1.9.8.1 Be able to demonstrate throughout the life of the contract that the costs associated with this partnership are within normal and customary charges for the type of service provided.
 - 1.9.8.2 Be simple to administer as specific scopes of work are developed.
 - 1.9.8.3 Meet all statutory requirements for competitive bidding, record keeping, reporting and auditing of public funds.
 - 1.9.8.4 Be flexible in working within established budgets.
- 1.9.9 Bidders are encouraged to provide any additional ideas, concerns or strategies for accomplishing the above.
- 1.9.10 **It cannot be over emphasized how important this criterion is to the potential success of any prospective bidders and your particular attention to providing a unique and workable pricing model with cost assurances is strongly recommended. This criterion will be a major factor in evaluating the contractor's performance for determining the pre-qualification as well as annual renewal / non- renewal of this contract.**
- 1.9.11 **A specific price quote is not requested with Performance Proposal.**
- 1.9.12 **WS/FCS reserves the right to amend the RFP after the receipt of the Performance Proposals and to specify and/or clarify the form of the Financial Proposal after the Pre-Qualification of STIPs.**
- 1.10 **Competitive Negotiations.** WS/FCS is utilizing a RFP format rather than a "Request for Sealed Bids" to allow WS/FCS to enter into competitive negotiations with interested Pre-Qualified STIP's. As stated above, WS/FCS will schedule a time for selected STIP's to make a presentation and answer questions the WS/FCS STIP evaluation committee will have about the proposals.

- 1.11 WS/FCS reserves the right during the interview and evaluation process to seek clarification and understanding of the STIP's specific proposals for managing various functions of WS/FCS information technology service operations. WS/FCS reserves the right to negotiate modifications and changes with a STIP in the STIP's proposal as deemed appropriate. In the event that modifications and changes in any proposal are mutually agreeable to WS/FCS and a STIP and they have a material effect on the STIP's financial proposal in section 10 of the RFP, WS/FCS reserves the right to negotiate corresponding modifications and changes in Section 10 of the STIP's proposal.
- 1.12 Award shall be based on the "Best Value" analysis and will be in accordance with 9 NCAC 6B and NCGS § 143-33.95.

SECTION 2, GENERAL SCOPE AND PURPOSE OF THIS RFP

2. **General Scope and Purpose of this RFP.** The purpose of this RFP is to select a strategic technology integration partner (STIP) with the competencies, expertise, and resources necessary to assist WS/FCS in effectively infusing technology throughout the school district. The technology infusion should result in significantly improved student achievement, and improved administration practices in support of teaching and learning.
- 2.1 The WS/FC Board of Education wishes to enter into a long term strategic partnership with a private firm or corporation for the purpose of designing, planning, selecting, procuring, managing, installing and supporting a state-of-the-art technology infrastructure which will provide world-class technology to the students and staff of WS/FCS.
- 2.2 This strategic technology integration partner contract was developed to provide flexibility to the WS/FCS for meeting the challenges and opportunities it encounters resulting from new government initiatives, increasing citizen expectations for better and more responsive services, and more demanding business and program requirements for economical operations and improved outcomes. The contract enables the WS/FCS to make use of new and emerging technologies in a timely fashion and implement them under increasingly aggressive time frames while meeting more exacting quality standards and obtaining competitive prices and solutions that consider total cost of ownership.
- 2.3 To ensure that the objectives of the technical services contract are met, this RFP contains several key provisions:
 - 2.3.1 It focuses on contracting with a firm instead of individuals with specific skills for the completion of specified projects or assignments, here-in-after referred to as a "Strategic Technology Integration Partner" (STIP). The responsibility for making and fulfilling commitments is focused on organizations. The STIP is held accountable for satisfactory performance of work (e.g., schedule, budget, and deliverables).
 - 2.3.2 It establishes a partnership with a company for areas of technology or technical skills rather than personnel job categories. It emphasizes technology infrastructure goals and performance expectations, not job descriptions which provide more flexibility in the swiftly evolving area of technology.
 - 2.3.3 It enables WS/FCS to add new areas of technology to the contract on an ongoing basis.
 - 2.3.4 It allows bids to be evaluated on the concept of "best value" to the WS/FCS rather than on low price only. It considers the total life cycle cost of each system – not just development costs.
 - 2.3.5 It incorporates, as much as is reasonably possible, the technologies, concepts and capabilities of electronic commerce to offer a more efficient and responsive bid process.
- 2.4 It is anticipated that the term of this partnership will be for a period of 5 years, which will include a contract for the first year. There will be 4 additional option years with each option year to be awarded as a separate follow-on contract on the basis of the previous year's performance. The decision to award an option year shall be based both on the availability of funding for the fiscal year under consideration and the sole judgment of WS/FCS as to the performance of the integration provider on the previous year's scope of work as measured against the Methodology for Measuring Results described at Section 5.0, **Selection Process**, and Section 6.0, **Criteria for Selection**, of this document.

- 2.5 The work itself will consist of any and all aspects of technology integration for which WS/FCS shall wish to contract with the integration provider as more particularly described in Section 7.0. The five year technology program calls for the installation of approximately **\$14.4 Million** in new technology equipment, software and services between the five year term of the Agreement.
- 2.6 **E-Rate.** WS/FCS has made application for e-rate funding during fiscal year 2002-03 for the procurement and installation of technology, including wiring for integrated communications systems and network cabling, at up to 27 schools. As of this date, WS/FCS has not received a notice whether an award will be granted and if so, in what amount. WS/FCS expects to be granted some amount of e-rate funding prior to the award of this contract. The work described in WS/FCS e-rate application will be performed by IBM and will not be a part of this contract. Copies of WS/FCS e-rate application may be inspected in the Office of Dr. David Shellman.
- 2.7 **E-Rate** will not fund electrical upgrades or the installation of media retrieval systems, intercoms and televisions at E-rate Schools. These services are the responsibility of the STIP as more particularly described in Section 7 of this RFP.

SECTION 3, GENERAL INFORMATION

3. **Eligible Offerors.** Eligible STIPs are firms that are major information technology integration providers and can demonstrate the required experience, financial stability, necessary human resources and flexibility of service necessary to address the district's requirements.
- 3.1 **Response Format.** Each response will be reviewed to determine if it is complete before evaluation. Responses not containing the information requested will not be considered. Responses will be evaluated according to the materials and substantiating evidence presented.
- 3.2 **Glossary of Terms**
 - 3.2.1 **Amendment** – The alteration of a contract.
 - 3.2.2 **Best Value** – As set forth in NCGS§ 143-135.9, and further described as a procurement process that has as a fundamental objective reduced total cost of ownership. The particular procurement methods used are selected so as to result in the best buy for the State in terms of the function to be performed. Competitive best value procurement allows for the use of alternate competitive purchasing techniques in addition to low price analysis in the selection of supply sources determined to represent best value.
 - 3.2.3 **Eligible STIPs** – Strategic Integration Technology Partners (STIPs) who were pre-qualified by Owner upon submittal and approval of a Performance Proposal and who agree to the terms and conditions of the contract set forth in Section 8.
 - 3.2.4 **Program Cost** - The term "Program Cost" includes all costs to the owner for the planning, design, procurement, installation, management and supervision of the entire program project at up to fifty-nine (59) schools.
 - 3.2.5 **Project Cost** - The term "Project Cost" includes all costs to the owner for the planning, design, procurement, installation, management and supervision of the project at a particular school.
 - 3.2.6 **Proposal** – The STIP's response to the RFP.
 - 3.2.7 **RFP (Request for Proposal)** – Solicits proposals for this Strategic Technology Integration Partner Contract and stands as the actual contractual document that sets forth all contractual requirements, terms and conditions, and STIP proposal requirements.
 - 3.2.8 **Contract** – This RFP document, Terms and Conditions, and all associated attachments.
- 3.3 **Legal Approach.** The Standard Terms and Condition of the Contract are contained in Section 8. If STIP proposes any changes in the Section 8 or any other term or condition of the contract, include a sample contract provision and all other documents that would become a part of the final contract.

- 3.4 **Vision of WS/FCS.** It is the vision of WS/FCS that students, parents, teachers, staff and the community are valued as unified partners in the Winston-Salem/Forsyth County School System. Well-trained educators foster academic achievement at the highest levels in our safe, state-of-the-art facilities. All students possess an excitement and commitment for lifelong learning. As partners, we develop tomorrow's citizens, parents, and leaders.
- 3.5 **Mission Statement.** The WS/FCS will provide an educational experience to ensure that all children become academically proficient students, responsible citizens, productive workers and continuous learners.
- 3.6 **Unifying Values.** WS/FCS believe that:
- 3.6.1 Every individual has worth and value.
 - 3.6.2 High expectations provide opportunities for each student to achieve maximum potential.
 - 3.6.3 Human diversity is a valuable and vital asset to our system.
 - 3.6.4 A safe school environment enhances learning.
 - 3.6.5 Continuous improvement leads to quality education.
 - 3.6.6 All students and staff must have access to emerging technology.
 - 3.6.7 Advocacy for all students is the responsibility of parents, school personnel, and community.
 - 3.6.8 A high standard of professional excellence is displayed by school personnel.
- 3.7 **General RFP Requirements.** Proposals for this RFP must be submitted in a sealed package with the Execution of Proposal signed and dated by an official authorized to bind the STIP's firm. Failure to return a signed execution of proposal shall result in disqualification. All proposals must be delivered to the WS/FCS not later than the date and time specified on the cover sheet of this RFP. All proposals must comply with the format prescribed under Mandatory Proposal Requirements, Sections 9 & 10.
- 3.8 **Oral Explanations.** The WS/FCS will not be bound by oral explanations or instructions given at any time during the bidding process or after award.
- 3.9 **Insufficiency of References to Other Data.** Only information that is received in response to this RFP will be evaluated; reference to information previously submitted will not suffice as a response to this solicitation.
- 3.10 **Non-Acceptance of Unsolicited Proposal Changes.** Any change to a proposal that is received after the closing date of this RFP and that is not specifically solicited by WS/FCS will be rejected.
- 3.11 **STIP Presentation.** STIPs deemed technically qualified may be invited to give a presentation for clarification purposes at WS/FCS's discretion. However, STIPs are cautioned that the evaluators are not required to request clarification; therefore, the initial proposal should reflect the most favorable terms to the state and be as complete as possible.
- 3.12 **Cost of Proposals.** STIPs are required to pay all costs associated with preparing and submitting proposal responses to this RFP. This includes any travel or expenses related to this RFP.
- 3.13 **Non-Acceptance of Exceptions.** All proposals are subject to the terms and conditions of this RFP and the Terms and Conditions set forth in Section 8. All proposals are subject to the terms and conditions outlined herein or amended by mutual written consent by WS/FCS and the STIP. The submission of other terms and conditions and/or other documents as

part of a STIP's Performance response will be considered for evaluation of a STIP's Performance Proposal to this RFP. The inclusion of other terms and conditions by a STIP in its Financial Proposal shall be approved or rejected by WS/FCS before the deadline for receipt of Financial Proposals. The inclusions of any terms and conditions in the Financial Proposal not pre-approved by WS/FCS shall be grounds for rejection of that STIP's Financial Proposal. The Scope Statement may include additional terms and conditions needed to address specific requirements. The Scope Statement may include previously agreed terms made by and between WS/FCS and STIP. STIPs are cautioned that responses to the Scope Statement issued pursuant to the Contract resulting from this RFP that states any exception to the General Terms and Conditions, Section 8, or the inclusion of such additional terms that may give the STIP a competitive advantage over another offeror or that will cause a failure to meet a mandatory requirement of the RFP or Scope Statement may be, in the discretion of the WS/FCS, grounds for rejection of that STIP's Scope Statement Response.

- 3.14 **Order of Precedence.** Should a conflict arise between the terms and conditions of the documents comprising the contract, the order of precedence shall be: 1) the Scope Statement, 2) the STIP's Performance and Financial Proposals in response to the Scope Statement, 3) the terms of this RFP; unless otherwise provided in the final Contract Documents.
- 3.15 **Right to Submitted Material.** All responses, inquiries or correspondence relating to or in reference to this RFP, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the STIP will become the property of WS/FCS when received, and will not be returned.
- 3.16 **Competitive Offer.** Pursuant to the provisions of N.C.G.S. §147-33.100, and under penalty of perjury, the signer of any proposal submitted in response to this RFP certifies that their proposal has not been arrived at collusively or otherwise in violation of Federal or North Carolina State laws.
- 3.17 **Participation by Businesses Owned by Minorities, Women, and the Disabled.** Pursuant to NCGS § 143-128, WS/FCS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprise, and non-profit work centers for the blind and severely disabled.
- 3.18 **Acceptance and Rejection.** WS/FCS reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the vendor, to accept any severable part of the vendor's response.
- 3.19 **General.** The General Terms and Conditions for Goods and Related Services, as contained in Section 8 are mandatory requirements and fully incorporated herein.
- 3.20 **Transition Assistance.** The following shall be included as an additional term in Scope Statements soliciting services that may be ongoing, support or provide complex projects, or exceed certain expenditures as determined by the WS/FCS:

If the Contract or any part thereof resulting from the Scope Statement in Section 7 is not renewed at the end of the initial or any subsequent annual term, or is canceled prior to its expiration, for any reason, STIP must provide **for up to three months** after the expiration or cancellation of this Contract, all reasonable transition assistance requested by WS/FCS, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such services to WS/FCS or its designees. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Contract, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to

such transition assistance. WS/FCS shall pay the STIP for any resources utilized in performing such transition assistance at the then current rates provided applicable under the Contract for Contract performance. If WS/FCS cancels this Contract for cause, then WS/FCS will be entitled to set off the cost of paying the STIP for additional resources utilized or consumed by STIP to provide transition assistance together with damages that may have otherwise accrued as a result of said cancellation.

- 3.21 **Change Procedures.** WS/FCS may amend this RFP and the contract entered pursuant to this RFP, the terms and conditions incorporated herein, attachments issued pursuant to this RFP, or any action dates set forth herein when such amendments:

- 3.21.1 further WS/FCS' need or requirements for technology specialty requirements,
- 3.21.2 may be required to incorporate applicable state or federal statutory or regulatory changes,
- 3.21.3 may be required to incorporate changes or enhancements under applicable industry standards, or
- 3.21.4 are deemed necessary by the WS/FCS to further the purposes of this RFP.

Future amendments may address other similar changes and requirements that will be defined as a part of the amendment.

- 3.22 WS/FCS recognizes that changes during an IT project life cycle may affect costs. Any of the following may comprise a change:

- 3.22.1 Any change that is outside the scope of the original Scope Statement.
- 3.22.2 Any additional deliverable not defined in the original Scope Statement.
- 3.22.3 Any additional activity or task not defined in the original Scope Statement for a planned deliverable.
- 3.22.4 Changes to an accepted or planned deliverable.
- 3.22.5 Time spent to investigate and/or estimate any change request.
- 3.22.6 Time lost to unavailability of needed equipment, client personnel, or approvals.

Change orders issued by WS/FCS shall not exceed ten percent (10%) of the original dollar value of the Contract award. Any recommended change order that exceeds the 10% threshold shall be subject to reassessment by the WS/FCS. WS/FCS may, at its option, require the changes requested to be competitively re-solicited under the terms of this contract or as an open market procurement in accordance with 9 NCAC 6B.0301.

- 3.23 **The procedure for making "Changes in the Work" is set forth in section 8.55 of the General Conditions of the Contract.**

- 3.24 WS/FCS and the STIP shall mutually agree upon amendments to this contract in writing. The STIP will be notified in writing when the contract has been amended and will be allowed sixty (60) calendar days from the issue date of the written notification to accept or reject the amendment in writing. A signature is required. The effective date of any amendment shall be sixty (60) days from the date of notification. If the STIP rejects an amendment, the WS/FCS may cancel the contract for cause upon the earlier of (i) 30 days

after receipt of the STIP's rejection, or (ii) ninety (90) days from the issue date of the amendment.

3.25 If the STIP fails to respond in writing to a notification of amendment to this RFP contract, said STIP shall be issued a notification for termination for convenience to be effective within thirty (30) days of the amendment's effective date.

3.26 **Mandatory requirements and optional considerations** are defined in this sub-section for this RFP. These requirements and standards apply to the Scope Statements in section 7 and any additional scope statements issued under specific attachments for technology specialty services. Individual Scope Statements or attachments may set forth additional requirements to those set forth herein.

3.27 Mandatory.

3.27.1 STIP shall ensure that its employees are fully trained. When requested by the WS/FCS, the STIP, at its own expense, or if mutually agreed upon at the WS/FCS' expense, will provide its employees with the training required to properly perform their duties. The WS/FCS reserves the right to contract for personnel services from other sources, if the skills required exceed those specified in the RFP and its attachments, or if the project definition incorporates specific skill requirements and time constraints that cannot be met by the Vendors under this contract.

3.27.2 Any acts of collusion between two or more parties shall result in immediate dismissal from this contract and any future contract interests with the WS/FCS or State of North Carolina as set forth in 9 NCAC 6B.0401, NCGS§ 147-33.100, or other applicable law.

3.27.3 A STIP declared ineligible to conduct business with the State by the Division of Purchase and Contract (P&C) in the North Carolina Department of Administration may be subject to similar action by WS/FCS under this contract, based on a WS/FCS investigation.

3.28 Optional.

3.28.1 WS/FCS may provide workspace and facilities for STIP personnel. STIP personnel must conform to the work procedures, safety and security policies applicable to the WS/FCS or department employees.

3.28.2 WS/FCS may provide data processing equipment and computer resources to meet the project requirements.

3.28.3 The Scope Statement may incorporate one or more of the following requirements or other requirements considered by WS/FCS to be necessary for the successful completion of the Project:

3.28.3.1 Provision of perpetual licenses for software,

3.28.3.2 Delineation of ownership of system components and data,

3.28.3.3 Identification of long-term maintenance and support,

3.28.3.4 Delineation of milestones that are measurable and verifiable,

3.28.3.5 Determination of quality, project management, technical and documentation evaluations,

- 3.28.3.6 Incorporation of a reasonable payment schedule,
- 3.28.3.7 Specification and description of change management practices and procedures,
- 3.28.3.8 Specification and description of changes to software,
- 3.28.3.9 Specification of STIP's practices and procedures,
- 3.28.3.10 Specification of the location of STIP's staff,
- 3.28.3.11 Specification of the location of software during development,
- 3.28.3.12 Establishment, documentation or modification of privacy and/or security requirements

SECTION 4.0, CURRENT ENVIRONMENT

- 4 WS/FCS is comprised of 67 schools spread over the 412 square miles. There will be in excess of 46,000 students in this school system for the 2002-03 school year. The school system has an annual operating budget for the 2001-02 fiscal year of \$290,765,000 and, in addition, has an anticipated annual capital budget of approximately \$10,316,000. The 2002-03 budget has yet to be determined. Over the next five years, WS/FCS plans to spend approximately \$38 Million for technology.
- 4.1 The Management Information Systems (MIS) Department operates three IBM AS400 mini-computers that serve as enterprise servers on the school system's extensive Wide Area Network (WAN)/Local Area Networks (LAN). Such functions as financial processing, human resource processing, and student records are delivered by the WAN/LAN infrastructure and supported by the MIS Department.
- 4.2 The system maintains a wide area network that consists of a frame relay based network. Included in the network are 84 routers running multiple protocols including TCP/IP, IPX/SPX, with each location having its own OSPF area. Connectivity to the frame relay cloud from the remote site is a T-1 line at each location. The central location has a DS-3 connection to the frame relay cloud. In addition to the AS400 data processing, the WAN/LAN supports 23 centralized Windows 2000 servers that support district wide applications for both administrative and instructional purposes. Each school has a LAN with a Novell file server that supports the most of the administrative and instructional needs of the school. From a desktop perspective, Windows95/98/XP is the current standard operating system. Several schools are Macintosh based but all schools will be standardized on the Wintel platform. Current district standards support the installation of Windows based systems going forward, however, continued support for our existing Macintosh clients is a necessity. The school district has an existing base of older equipment that must also be maintained on the network.
- 4.3 The district currently has varying versions of Novell servers ranging from 3x to 5x. The network also supports Lotus Notes Applications including an extensive internal e-mail system. Internet access is primarily provided to all networked client work stations throughout the system utilizing a central fire wall, filtering, proxy servers and Netscape Navigator and Windows Internet Explorer Software. There are roughly 8000 client workstations and 125 local servers currently on the network with that number expected to roughly double over the next two to three years.
- 4.4 **System Demographics.**

4.4.1 Current and Projected enrollment

	<u>2001-02</u>	<u>10th Day</u>	<u>Projected 2002-03</u>
Elementary =	22,216		22,466
Middle =	10,667		11,078
High =	12,351		12,725
Total =	45,351		46,269

4.4.2 School – Based Professional staff consists of:

- 4.4.2.1 Principals = 67
- 4.4.2.2 Assistant Principals = 105
- 4.4.2.3 Curriculum Coordinators = 62
- 4.4.2.4 Guidance Counselors = 122
- 4.4.2.5 Teachers = 3422